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NOT CIRCULATE~~

THIS GENERAL AGREEMENT, made and entered into on the 6th day of January, 1975, by and between the Town of Kearny, a municipality in the County of Hudson, State of New Jersey, hereinafter referred to as the "Employer" and Kearny School Crossing Guards, hereinafter referred to as the "Union".

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment;

NOW THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

Jan. 1, 1974 - Dec. 31, 1975

LIBRARY
Institute of Management and
Labor Relations

APR 23 1975

RUTGERS UNIVERSITY

ARTICLE 1

RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1. The employer hereby recognizes the Union as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article 1 Section 2 herein for the purposes of collective bargaining and all activities and processes relative thereto.

SECTION 2. The bargaining unit shall consist of all school Crossing Guards of the Town of Kearny.

SECTION 3. This agreement shall govern all wages, hours and other conditions of employment herein set forth.

SECTION 4. This agreement shall be binding upon the parties hereto and their successors.

SECTION 5. This agreement shall be effective for the years commencing January 1, 1974 and ending December 31, 1975.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

SECTION 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of the parties. Unless otherwise designated, the Mayor of the Employer or his designee, and the President of the Union, or her designee, shall be the respective bargaining agents for the parties.

SECTION 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

SECTION 3. Employees of the Employer who may be designated by the Union to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments if necessary.

SECTION 4. Ordinarily not more than five (5) additional representatives of each party shall participate in collective bargaining meetings.

ARTICLE III

CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

SECTION 1. The Employer shall permit members of the Union Grievance Committee (not to exceed three) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of a department or require the recall of off-duty employees to bring a department to its proper effectiveness.

SECTION 2. The Employer shall permit members of the Union Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two members of such Committee shall be permitted to attend such meetings without loss of pay each for a period of three meetings.

ARTICLE IV
DISCRIMINATION AND COERCION

There shall be no discrimination, interference, or coercion by the Employer or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, or national origin.

ARTICLE V
PAY TREATMENT FOR EXTENDED ILLNESS

Section 1. Employees shall be entitled to sick leave with pay during periods of disability due to illness, injury, or recuperation therefrom for periods as hereinafter set forth.

Section 2. During the first calendar year of service after permanent employment, each employee shall be entitled to one working day of sick leave for each month of service.

Section 3. For each subsequent calendar year of employment; ie., from January 1st to December 31st of each year, each employee shall be entitled to such accumulated sick leave with pay if and when needed.

Section 4. Unused sick leave shall accumulate from year to year, and each employee shall be entitled to such accumulated sick leave with pay if and when needed.

Section 5- In the event of an absence due to injury or illness as a result of or arising from employment, employees shall be entitled to temporary disability at the statutory rate without utilizing accumulated sick leave.

ARTICLE VI

WAGES

Section 1. Beginning January 1, 1974 all employees covered by this agreement shall be paid at the rate of \$3.25 per hour.

Section 2. Beginning January 1, 1975, all employees covered by this agreement shall be paid at the rate of \$3.75 per hour.

ARTICLE VII

Section 1. Except as modified by other pertinent provisions of this contract the hours of work shall be as presently set forth to wit:

8:00 a.m. to 9:15 a.m.

11:15 a.m. to 1:00 p.m.

2:00 p.m. to 4:00 p.m.

Section 2. Before any change in the above schedules is put into effect, Employer agrees to furnish the employee with at least twelve hours written notice, except where emergent circumstances render such notice impractical.

ARTICLE VIII

Section 1. The Employer agrees that overtime pay consisting of time and one-half shall be paid to all employees covered by this agreement for hours worked in excess of the regular work day, as set forth in Article VII and only when such working of overtime is authorized by the appropriate official of the Kearny Police Department.

ARTICLE IX

Section 1. Commencing January 1, 1974, all permanent and probationary employees covered by this agreement shall be granted vacations in accordance with the following schedule:

(a) Newly appointed employees shall receive one working day's vacation for each month of service during the first calendar year of employment.

(b) Beginning with the second calendar year and through the fifth calendar year of employment, employees shall receive one week vacation.

(c) Beginning with sixth calendar year of appointment employees shall receive two weeks vacation.

(d) The vacation weeks taken shall be the Christmas and Easter vacations and employees shall receive their normal salary during those weeks.

(e) The term calendar year as used herein shall mean that with the exception of newly appointed employees who shall receive vacation days as outlined in clause (a) above, each employee's vacation increment shall become effective on January 1, of the year in which his anniversary date falls.

Section 2. An employee's vacation pay shall be the same amount she would have received had she worked her regular schedule.

ARTICLE X

SECTION 1. Employees shall be entitled to five paid holidays per year to be chosen by majority vote of the employees, themselves.

Section 2. In order to allow for efficient administration of employee's work schedules, employees agree to select their 5 annual holidays and to present same in writing for the chief of police, not later than February 15, of each year.

ARTICLE XI
HOSPITAL AND MEDICAL LIFE INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J" for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide major medical insurance to all employees and their dependents.

Section 2. The Employer agrees to provide, at no expense to the employees, a Five Thousand Dollar (\$5,000.00) Life Insurance policy for all employees covered by this agreement.

ARTICLE XII

The employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XIII
DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed:

Section 2. Complaints may be initiated by an individual employee to the Head of Department or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Union representative.

Section 3. When the Union wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Union or her duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Head of Department or his duly designated representative. The Head of Department shall answer the grievance orally within five (5) days.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the Union within the time set forth in Step 1, the Union shall present the grievance within ten days in writing to the appropriate Town Council Committee. This presentation shall set forth the position of the Union, and at the request of either party, discussions may ensue. The appropriate Town Council Committee shall answer the grievance in writing within ten days after receipt of the grievance setting forth the position of the Employer.

Step 3. If the grievance is not resolved in Step 2, or no answer has been received by the Union within the time set forth in Step 2, the grievance may be presented in writing to the Mayor and Town Council. The final decision of the Mayor and Town Council shall be given to the Union in writing within fourteen days after the receipt of the grievance by the Mayor and

Town Council.

Section 4. If the grievance has not been settled by the parties at Step 3 of the Grievance Procedure or if no answer in writing by the Mayor and Council has been received by the Union within the time provided in Step 3, the Union may demand arbitration of the grievance in accordance with Article XX Arbitration, hereinafter set forth.

Section 5. Nothing herein contained is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

ARTICLE XV

ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 4. The decisions of the arbitrator shall be final and binding on the Union and the Employer.

Section 5. Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.

Section 6. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way effect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's service, if any, shall be shared by both parties and each of the parties shall bear its own.

ARTICLE XVI

CLOTHING ALLOWANCE

Section 1. For calendar year 1974 and only for 1974, a clothing allowance in the amount of \$200.00 shall be paid to each employee covered by this agreement.

Section 2. From and after January 1, 1975, the sum of \$50.00, per year shall be paid thereafter for maintenance of uniforms to each employee covered by this agreement.

ARTICLE XVII

RETROACTIVITY

All agreements made herein relative to wages, hours and conditions of employment or otherwise as agreed upon subsequent to January 1, 1974, shall be retroactive to January 1, 1974.

ARTICLE XVIII

LONGEVITY

Section 1. Effective January 1, 1974, each employee covered by this Agreement shall be paid in addition to the rates of pay set forth herein, a longevity increment based upon years of service with the Town of Kearny in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Salary</u>
5 to 9	2
10 to 14	4
15 to 19	6
20 to 24	8
25 and over	10

Section 3. Each employee shall qualify for the longevity increment on the 1st day of January of the year in which the anniversary of his employment falls and such increment shall be due and payable on the 1st day of January of the calendar year in which his anniversary date falls and thereafter on January 1st of each successive year.

ARTICLE XIX
MANAGEMENT OF TOWN AFFAIRS

The Union recognizes that areas of responsibility must be reserved to the Employer of the local government as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitations of this Agreement, is vested in and retained by the Employer, exclusively.

ARTICLE XX

PERSONAL DAYS

Section 1. Commencing January 1, 1974, all employees covered by this agreement shall be entitled to one (1) day off as a personal day off for personal business.

Section 2. Such personal days shall be non-cumulative from year to year and must be taken within each calendar year. The choice of days shall be subject to the approval of the department head but such approval shall not be unreasonably withheld. Notice of the taking of such personal days off shall be given, where possible, at least 3 days notice of the commencement of the work day or days sought as personal business days. If such 3 day notice cannot be given, maximum notice possible under the circumstances shall be given to the department head or suitable supervisory personnel.

ARTICLE XXI

LEAVES OF ABSENCE

The Employer agrees that leaves of absence without pay requested by employees covered by this Agreement shall be granted by the Employer at the Employer's discretion but such grant of leave shall not be discriminatorily, unreasonably or unjustifiably refused or denied.

ARTICLE XXII

JURY DUTY

In the event an employee covered under this Agreement is called to jury duty by any Court, the Employer shall pay said employee her full, regular base weekly wage for the entire period of the jury duty without deduction for juror's compensation.

ARTICLE XXIII

DURATION

Section 1. This Agreement shall be in effect from the 1st day of January, 1974 to and including the 31st day of December, 1975.

Section 2. At least fifty (50) days prior to the expiration of this Agreement, the parties hereto agree to commence negotiations for a new Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals this 8th day of JANUARY
1975.

SEAL
ATTEST:

Stewart Aitken

STEWART AITKEN

TOWN OF KEARNY

BY: *David C. Rowlands*
DAVID C. ROWLANDS, Mayor

SEAL
ATTEST:

KEARNY SCHOOL CROSSING GUARDS

BY: _____ President
Secretary